

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LLA17241
<b>ADDRESS OF PREMISES</b> 800 West Commerce Road Harahan, LA 70123	PDN Number: <u>0030822</u>

THIS AMENDMENT is made and entered into between Ellman 800 Associates, LP  
 whose address is: 100 North Centre Avenue, Suite 502, Rockville Centre, NY 11570

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective January 8, 2015, as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) to provide a Notice to Proceed; and
- 3.) to establish payment for the Tenant Improvements; and
- 4.) to provide provisions for a lump-sum payment; and
- 5.) all other terms and conditions of the Lease are in full force and effect.

This Lease Amendment contains 11 pages including Exhibit A and Exhibit B.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

**FOR THE LESSOR**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: Ellman 800 Associates, LP  
 Date: 01/08/2015

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_ *MR*  
 Name: ~~John Peggans~~ Michael Siganan  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 1/13/15

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 01/08/2015

- 1) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements (TI) as depicted on the Construction Drawings attached as Exhibit "A" created by Vergesrome Architects, dated November 21, 2014, consisting of 6 pages, at 800 West Commerce Road, Harahan, LA 70123.
- 2) Upon full execution and delivery of this LA the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before March 15, 2015.
- 3) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the Tenant Improvement Allowance (TIA) is \$25,360.00.

The Government and the Lessor have agreed that the total cost of the TI is \$45,638.09 as depicted on the TI Bid attached as Exhibit "B". The total TI costs includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI by the anticipated date of completion noted above in paragraph 2.

A portion of the total TI costs, in the amount of \$25,360.00, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of seven percent (7.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

Upon completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent LA.

The remaining balance of the total cost of the TI is \$20,278.09 (TI total cost of \$45,638.09 – TIA allowance of \$25,360.00) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A". The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion noted above in paragraph 2.

Any changes of the Construction Drawings which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

- 4) Upon acceptance of the TI by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0030822 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

INITIALS:

  
LESSOR

&

  
GOVT

General Services Administration  
Attn: Michael Sianan  
819 Taylor Street 11<sup>th</sup> Floor, Rm. A  
Fort Worth, TX 76102

Upon completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent LA.

- 5) All other terms and conditions of this Lease shall remain in full force and effect.

INITIALS:

  
LESSOR

&

  
GOVT